

Mayor Stephens

**COPY**

May 12, 2015

Presiding Commissioner Bob Cirtin  
Commissioner Roseann Bentley  
Commissioner Harold Bengsch  
Greene County Sheriff Jim Arnott

Dear Presiding Commissioner Cirtin, Commissioner Bentley, Commissioner Bengsch, and Sheriff Arnott:

It is our understanding that you anticipate beginning renovations of the jail very soon, and that those renovations could require up to 12-15 weeks. It is also our understanding that you have a high level of confidence that the jail's post-renovation capacity will be 601 inmates, which is less than the existing capacity.

The City of Springfield's receipt of Sheriff Arnott's letter dated April 1, 2015, stating his intention to no longer accept municipal prisoners effective April 3, 2015, has placed the City in an untenable position. Since April 3<sup>rd</sup>, the Greene County jail has not accepted any prisoners on municipal-only charges. This action has resulted in the following consequences:

- Criminals released
- Municipal judges powerless to punish
- Street knowledge of this powerlessness

We know you share our emphasis on public safety. We suspect you will also agree that this situation cannot continue indefinitely. There is an urgency to getting this resolved.

As you know, the City and County entered into an intergovernmental agreement in 1997 that, in general, requires the County to accept the City's prisoners. While we feel the Sheriff's refusal to accept municipal prisoners violates that agreement, we also understand the difficult situation you are in and we realize you need some time to develop a solution. My letter dated April 2, 2015, requested that Greene County continue to accept our municipal prisoners and, in return, the City would give the County 90 days to develop a solution to this long-standing problem before the City would pursue any legal recourse per our 1997 agreement.

Office of the Mayor  
840 Boonville Avenue, P.O. Box 8368  
Springfield, Missouri 65801 • 417-864-1651 • [springfieldmo.gov](http://springfieldmo.gov)



Since the Sheriff feels he is unable to accept municipal prisoners at this time, and anticipating a jail capacity of 601, the Springfield City Council is offering two optional, near-term courses of action for your consideration.

Option A:

- The Sheriff guarantees 10 beds in the Greene County Jail for Springfield municipal prisoners effective immediately and continuing through the construction phase. Once the planned remodeling is complete, the Sheriff guarantees at least 25 beds in the Greene County Jail for Springfield municipal prisoners on an ongoing basis. [Note: The City Council understands that the renovations will require the temporarily relocation of some State prisoners. That is why we are willing to accept a reduced number of beds (10) during the construction period.]
- The City and County will work together to file a motion in Circuit Court to seek a clarification of the 1997 agreement. The City feels the agreement clearly requires the Sheriff to accept the City's municipal prisoners. It is our understanding, however, that the Sheriff feels that agreement is not enforceable. Thus, we are proposing that both sides jointly and collaboratively seek a clarification in an expedited manner.

Option B:

- The City will seek an injunction from the Court to enforce the 1997 agreement and require the Sheriff to accept all municipal prisoners.

Of course, these options do not preclude the City and County working together to develop a long-term solution to this issue. It is imperative that we develop a mutually acceptable long-term solution and work together to ensure that the solution is implemented.

On behalf of City Council, we stand ready to discuss these options with you. Given the urgency of this matter from our perspective, we are requesting a written response by Friday, May 15, at 5:00 pm:

Sincerely,

  
Mayor Robert Stephens

Enclosure

• 1997 Intergovernmental Agreement

**INTERLOCAL GOVERNMENTAL AGREEMENT  
LAW ENFORCEMENT INITIATIVE**

THIS AGREEMENT, MADE AND ENTERED INTO THIS 16th day of July, 1997, by and between the City of Springfield, Missouri, hereinafter referred to as "City"; and Greene County, Missouri, hereinafter referred to as "County".

WHEREAS, Section 70.220, RSMo, 1996, provides for governments to cooperate with one another in various matters; and

WHEREAS, Section 70.220, RSMo, 1996, further provides that, in the event an agreement between the City and the County regarding the disposition of tax revenues is made prior to a vote to authorize the imposition of a tax, all revenue received from the tax shall be distributed in accordance with the agreement for so long as the tax remains in effect or until the agreement is modified by mutual agreement of the City and the County; and

WHEREAS, this agreement provides for the consolidation of two major City and County activities which will improve efficiencies and accountability; and

WHEREAS, the City and the County have reached such an agreement regarding the disposition of revenues from a proposed county law enforcement sales tax, hereinafter referred to as the "Tax", with the agreement contingent upon voter approval of the Tax, the terms of which are set out below.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. The County and the City shall mutually agree upon the ballot language of the law enforcement sales tax proposal to be submitted to the voters.
2. Upon passage of the Tax by the voters, the County and the City shall cooperate fully in the implementation of this Agreement, and in all annual appropriations hereunder.
3. All municipalities and entities within Greene County, Missouri which may receive revenues from the Tax shall, prior to their receipt of said revenues, pledge and agree to maintain their law enforcement/criminal justice-related funding at not less than their budgeted levels for the 1997-1998

fiscal year, and shall further pledge and agree to increase their funding of such activities from non-Tax sources at a rate of not less than two percent (2%) in a five (5) year period.

4. The parties hereto agree that there shall be a consolidated county-municipal justice center. The parties further agree a screening facility shall be established in association with the justice center for the determination of the appropriateness of detention or confinement of persons brought to the facility based on the physical and/or mental condition of the arrestee. The County shall operate and staff the justice center and screening facility from the proceeds of the law enforcement sales tax. The Sheriff shall accept all municipal, county or federal prisoners brought to the jail, in accordance with established Policy and Procedures. (examples attached). In conjunction with the screening of prisoners the parties agree to conduct a physical examination of any detainee who either verbally complains about any physical illness, injury or condition, or if injuries are observed by any arresting officer, prior to said detainee being brought to the Jail. Any municipality agrees that the officers transporting a detainee to the jail shall notify the Jail screening booking officer of any medical, psychiatric condition, or other unusual behavior exhibited by said detainee, including, but not limited to, prior self-destructive behavior or attempts to commit suicide. The cost of medical services for any municipal prisoners for services not currently provided in the Jail by Jail medical staff will be the responsibility of such municipality.

5. The parties have executed a Statement of Understanding related to a trunked radio system to include 911 emergency communications. In accordance with the Statement of Understanding, (attached), the trunked radio system will be owned and operated by City Utilities. The charges assessed by City Utilities to the City of Springfield and Greene County for using the system shall be paid from the proceeds of the law enforcement sales tax. The cost of initially acquiring radios and dispatch consoles for law enforcement related activities shall also be paid from the law enforcement sales tax.

6. A. The tax rate shall be 3/8 cent for the first four (4) years and shall be used to construct and operate a consolidated county-municipal justice center, implement a consolidated trunked radio system and provide space and operations for additional law enforcement personnel and related activities. For the first four (4) years the County shall receive 55% of all funds for the consolidated justice center, expanded county law enforcement, its share of the consolidated trunked radio system and payments to the other incorporated towns and cities in Greene County. For the first four (4) years the City shall receive 45% of all funds for the expanded law enforcement activities, and its share of the trunked radio system.

B. The tax rate shall be reduced from 3/8 cent to 1/4 cent at the beginning of the fifth year. Tax revenues therefrom in year five and thereafter shall be distributed to the City and retained by the County based on current United States Census data, to be adjusted by agreement between the

planning departments of the City and County. The division of these annual revenues shall be in the same percentages as the respective total populations of the City, and of the County minus the City, are to the total population of the County, including the City. Under this formula, based upon current Census data, it is estimated that the City would receive approximately 67% of such annual revenue, and the County would receive approximately 33%. This formula shall be subject to adjustment each five (5) years in accordance with figures determined jointly by the planning departments of the City and County and to coincide with any United States Census data which may be received in the future regarding the City and the County. The County agrees to remit to the other incorporated towns and cities in Greene County 25% of its share of revenue after funding increased jail operations and communications on the basis of population.

C. The County, with review by the City, shall determine an annual appropriation to the City of the City's share of the Tax revenues received, based upon the amount of revenues received and shall remit said amounts within fifteen (15) days following receipt of the tax collection from the State in accordance with the percentages referenced in the formula.

D. The county shall report quarterly to all jurisdictions receiving tax revenue the actual amount of tax received and the distributions made and each jurisdiction receiving "Tax" revenues shall make appropriate certification to the County for their expenditure of "Tax" revenues consistent with state statutes and this agreement.

7. A. The City further agrees, for each of the first four (4) years immediately following the passage of the Tax, to add a minimum of fifteen (15) City police officers and minimum of three (3) City civilian personnel per year (over its current locally-funded positions) to its police department to expand Traffic Enforcement, Criminal Investigation, Safe Streets patrol and Community Policing activities, and to provide additional space for the City Police Department during said four (4) year period plus other capital and operating expenditures such as Municipal Courts as deemed necessary by the City consistent with State statute and this agreement.

B. The County further agrees from its share of the tax revenue to:

1. Fund its prorata share of a county-wide communications system. Purchase and maintain county radios and dispatch consoles;
2. Construct, equip, and operate a consolidated justice facility;
3. Remit to other municipalities in Greene County 25% of its share of the tax after paying for jail operations and communications;
4. Add a minimum of 27 law enforcement related positions. Twelve (12) in the sheriff's office, eight (8) in the juvenile division, seven (7) in the prosecuting attorney's office.

8. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of the Agreement shall be effective unless it is in writing and is signed by representatives of both the City and the County authorized by City Ordinance or County Order to do so. This Agreement shall terminate if said tax issue is not approved by the voters on November 4, 1997.

9. This Agreement and every question arising hereunder shall be construed or determined in accordance with the laws of the State of Missouri. Should any dispute arising under or part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written above.

GREENE COUNTY, MISSOURI

By: 

Presiding Commissioner



Commissioner District 1



Commissioner District 2

  
Greene County Sheriff

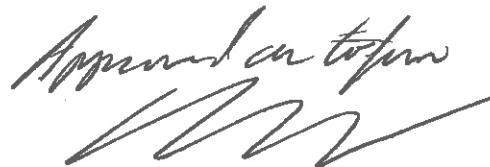
ATTEST:

  
Greene County Clerk


CITY OF SPRINGFIELD, MISSOURI

By: 

City Manager



ATTEST:

  
City Clerk

CONTRACT NO. 97-410